

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT NEW JERSEY

KATE JENKINS,

Plaintiff,

v.

HUMANA INC., HUMANA AT HOME,
INC., HUMANA AT HOME 1, INC., AND
SENIOR BRIDGE FAMILY COMPANIES
(NJ), INC.

Defendants.

CIVIL ACTION NO.:
3:16-cv-06680-FLW-LHG

DEFENDANTS' OFFER OF
JUDGMENT TO PLAINTIFF
PURSUANT TO F.R.C.P. 68

Defendants Humana Inc., Humana at Home, Inc., Humana at Home 1, Inc. and Senior Bridge Family Companies (NJ), Inc. (collectively "Defendants") by and through their undersigned counsel and pursuant to F.R.C.P. 68, make the following offer of judgment to resolve, in their entirety, all of the claims asserted by Plaintiff Kate Jenkins ("Plaintiff") in the above-captioned action:

1. Defendants hereby offer to allow judgment to be entered against them in the above-captioned action, and in favor of Plaintiff, for all currently pending claims and for all claims that could have been alleged, in the amount of FIVE HUNDRED THOUSAND DOLLARS and NO CENTS (\$500,000.00). This sum shall be inclusive of all lost wages, compensatory damages, punitive damages, interest, and all other types of damages accrued to date and recoverable under the applicable law, with the exception of attorneys' fees and costs.
2. If this offer is accepted in its entirety, Defendants will pay Plaintiff's reasonable attorneys' fees and costs accrued to date, pursuant to any applicable statute(s), regulation(s), or

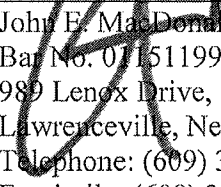
common law which provide for an attorneys' fee award to the prevailing plaintiff for claims brought pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.*; the New Jersey Law Against Discrimination, N.J.S.A. §10:5-1, *et seq.*; the Family Medical Leave Act, 29 U.S.C. §2601, *et seq.*; and the New Jersey Family Leave Act, N.J.S.A. §34:11B-1, *et seq.*, the amount of which will either be agreed to by the parties or, alternatively, will be determined by the Court.

3. Defendants expressly deny any liability with respect to Plaintiff's claims. This offer of judgment is made pursuant to the provisions of, and for the purposes specified in, F.R.C.P. 68, and is not to be construed as either an admission that Defendants are liable in the above-captioned action, or that Plaintiff has suffered any damages. By making this offer of judgment and/or upon acceptance by the Plaintiff, Defendants do not admit any liability to Plaintiff and expressly deny all such liability.
4. Defendants respectfully submit this offer of judgment. Plaintiff must accept same, in writing, within fourteen (14) days after the service of this document or else the offer will be deemed withdraw by Defendants. *See* F.R.C.P. 68(b).

Dated: January 22, 2019

**CONSTANGY, BROOKS,
SMITH & PROPHETE, LLP**

By: _____


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Attorney for Defendants

CERTIFICATION OF SERVICE

I hereby certify that on January 22, 2019, I caused a true and correct copy of the foregoing **Defendants' Offer of Judgment to Plaintiff Pursuant to F.R.C.P. 68** to be served via U.S. mail and electronic mail to:

Stephen G. Console, Esq.
Lane Schiff, Esq.
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Kate Jenkins



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